curities of "wild-cat" schemes of a fraudulent or highly uncertain nature might well be a subject for legislative action. But such favoritism of the law of a State to its citizens as is shown by this statute can not be upheld, no matter how laudable the purpose sought to be accomplished thereby. The principal case is sound.

CONTRACTS—ILLEGALITY—RELIEF.—One of the defendants, an officer of a corporation, induced the plaintiff to buy stock in the corporation by falsely representing to him the value of the same. There was also an illegal stipulation in the contract whereby the defendant was to procure for the plaintiff the position of counsel for the corporation. The plaintiff conveyed land to the other defendant, a creditor of the officer of the corporation, as consideration for the contract. *Held,* the conveyance will be set aside as fraudulent. *Gilchrist* v. *Hatch* (Ind.), 106 N. E. 694. See NOTES, p. 292.

CONTRACTS—MERGER OF ORAL CONTRACTS IN SUBSEQUENT WRITTEN ONE.—The plaintiff sold goods for the defendant under an oral contract fixing his commission. After selling the goods he signed a written contract altering the terms upon which he was to receive his commission but without any new consideration. *Held,* the written contract does not merge the previous oral contract. *Adams Co.* v. *Helman* (Ind.), 106 N. E. 733.

It would seem clear that when a party has performed his part of an oral contract his subsequent signing of a written contract will not affect his rights under the oral contract without new consideration. Thus a bill of lading stipulating for waiver of any right of action for damages cannot merge an oral contract under which damages have already been sustained, without new consideration. *Hamilton* v. *Western N. C. R. Co.,* 96 N. C. 398, 3 S. E. 164; *Gulf, C. & S. F. Ry. Co.* v. *House & Watkins,* 40 Tex. Civ. App. 105, 88 S. W. 1110. The court in the principal case based its decision on the holdings of the analogous cases where a shipment by a carrier is made under oral contract; and it is held that the subsequent acceptance by the shipper, of a bill of lading limiting the carrier's liability, does not merge the oral contract. *Coffin* v. *N. Y. C. R. Co.,* 64 Barb. 379; *Shiff* v. *N. Y. C. & H. R. R. Co.,* 16 Hun (N. Y.) 278; *Strohm* v. *Detroit & M. Ry. Co.,* 21 Wis. 554. Though these cases were based, to some extent, on the fact that the shipper did not give express assent by signing the bill of lading, such holding should not be justified on that ground as it has been repeatedly held that the acceptance of a bill of lading by a shipper is conclusive against him though neither read nor signed. *Leitch* v. *Union R. Transp. Co.,* Fed. Cas. No. 8224; *Grace* v. *Adams,* 100 Mass. 505, 1 Am. Rep. 131; *Kirkland* v. *Dinsmore,* 62 N. Y. 171, 20 Am. Rep. 475. It has been held that a shipper has a right to assume, without reading it, that a bill of lading, issued before or after the goods are shipped, does not change a prior oral contract. *Strohm* v. *Detroit & M. Ry. Co., supra; Stoner* v. *Chicago, etc., R. Co.,* 109 Iowa 551, 80 N. W. 569. There is a tendency to hold that there is no merger on the ground that the goods were beyond the